



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Rejecting Protest, Authorizing City Manager to Execute Contract for G-Basin (DeBenedetti Park) Stormwater Pumping Station Project with F & H Construction, of Stockton (\$1,746,000) and to Negotiate a Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, to Provide Construction Testing and Inspection Services for G-Basin Storm Drain Related Projects (Not to Exceed \$35,000) and Appropriating Funds (\$2,100,000)

MEETING DATE: April 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting protest, authorizing City Manager to execute contract for G-Basin (DeBenedetti Park) stormwater pumping station project with F & H Construction, of Stockton, in the amount of \$1,746,000 and to negotiate a professional services agreement with Neil O. Anderson & Associates, of Lodi, to provide construction testing and inspection services for G-Basin storm drain related projects in an amount not to exceed \$35,000 and appropriating funds in the amount of \$2,100,000.

BACKGROUND INFORMATION: This project consists of constructing a stormwater pump station at the deep basin located at DeBenedetti Park, as presented in Exhibit A. The improvements include site improvements, mechanical trash removal racks, piping, electrical building, standby emergency generator, electrical/instrumentation/controls, Supervisory Control and Data Acquisition (SCADA) integration, and other incidental and related work, all as shown on the plans and specifications for the project.


Staff recommends negotiating a professional services agreement with Neil O. Anderson & Associates, as this local firm has previously provided construction testing and inspection services at the G-Basin project site. The contract value would not exceed \$35,000. The scope of services would potentially include work at the pump station project and main, the water weir site, and the overflow weir structure.

The requested appropriation includes construction, engineering, testing and inspection services, and contingencies for the project.

Plans and specifications for this project were approved on February 16, 2011. The City received the following 15 bids for this project on March 21, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$2,034,922.05
F & H Construction	Stockton	\$1,746,000.00
MCI Engineering	Stockton	\$1,751,800.00
Vinciguerra Construction	Jackson	\$1,760,000.00*

APPROVED: _____


Konradt Bartlam, City Manager

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Bidder (continued)	Location	Bid
Conco-West, Inc.	Manteca	\$1,796,000.00
Teichert Construction	Stockton	\$1,816,050.00
Ariza Construction	Carmichael	\$1,975,000.00
Diede Construction	Woodbridge	\$1,992,115.00
Tidelands Construction	Brentwood	\$2,019,500.00
JJM Engineering	Sacramento	\$2,033,335.00
GSE Construction	Livermore	\$2,071,500.00
McGuire & Hester	Oakland	\$2,081,000.00
Andrew L. Lee, Inc.	Lodi	\$2,131,000.00
J R Filanc Construction	Escondido	\$2,165,684.00
TTS Construction	Lodi	\$2,174,665.00*
Manito Construction	Pleasanton	\$2,414,690.00

* Corrected Total

Bid Protest Analysis

The second low bidder, MCI Engineering, protests the award of the contract to the low bidder, F & H Construction. MCI contends that F & H failed to list subcontractors to perform 1) the site grading excavation and site preparation work and 2) the System Integration work as required by the Subletting and Subcontracting Fair Practices Act ("Listing Law") (see MCI letter, Exhibit B). The Subcontractor Listing Law (Public Contracts Code Section 4100 and following) requires prime contractors to list subcontractors they intend to use in their bids. It also prohibits prime contractors from changing subcontractors after submitting their bids in order to prevent unfair bid shopping after bid submission. Under the Listing Law, "[i]f a prime contractor fails to specify a subcontractor ...the prime contractor agrees that he or she is fully qualified to perform that portion of the work himself or herself, and that the prime contractor shall perform that portion himself or herself" Public Contracts Code Section 4106. However, the Listing Law does not provide any remedy for a competing prime contractor for the successful low bidder's violation of the Listing Law. The only remedies provided are a contest by the listed subcontractor (Public Contracts Code Section 4107) and penalties to be assessed by the City against the successful bidder (Public Contracts Code Section 4106).

MCI contends that F & H cannot perform the work and that, therefore, F & H's bid must be rejected as non-responsive. MCI's contention is based on its attorney's unsupported assertion that "MCI has worked with F & H on past projects... and has never seen F & H's own forces performing this type of earthwork." However, F & H is in fact licensed to perform earthwork as a General Engineering Contractor (see F & H response letter, Exhibit C). Moreover, F & H has performed earthwork and site preparation on past projects for the City, including Hutchins Street Square. MCI provides no authority to support the conclusion that the City must reject a prime contractor's bid where, as here, the low bidder is in fact qualified to perform the work and staff is aware of none. As such, F & H's bid constitutes the certification that it will perform the work under Public Contracts Code Section 4106. F & H has responded that it does intend to self-perform those tasks and is appropriately licensed to do so (Exhibit C).

MCI also contends that F & H failed to list a subcontractor for the System Integration work and that F & H is not qualified to perform the work. However, F & H's bid does in fact list an Integration System supplier

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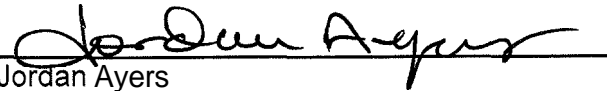
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(Telstar) and an installer (Bockmon and Woody) (see Exhibit C). As such, staff recommends that Council reject MCI's bid protest.

FISCAL IMPACT: There will an increase in the long-term power and maintenance costs for pump station and related equipment.

FUNDING AVAILABLE: Requested Appropriation:
Storm Drainage Impact Mitigation Fund (326): \$2,100,000

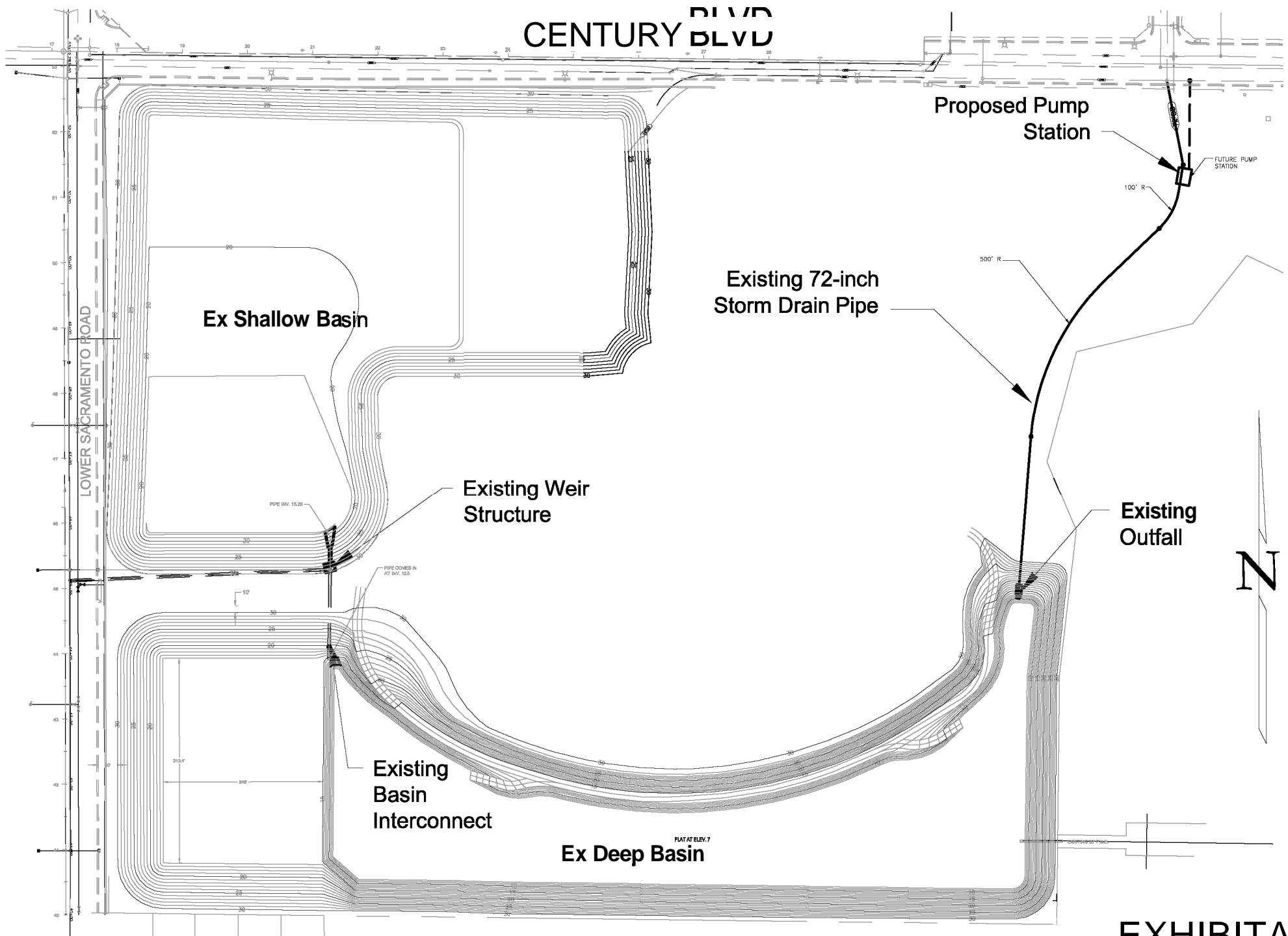

Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf

Attachments

cc: Deputy Public Works Director – Utilities
Interim Parks and Recreation Director
Senior Civil Engineer Chang
Kenneth Schumaker, Murphy Austin Adams Schoenfeld, LLP
F & H Construction
MCI Engineering



EXHIBITA



MURPHY AUSTIN
ADAMS SCHOENFELD LLP

KENNETH I. SCHUMAKER
(916) 446-2300, EXT. 3091
DIRECT FAX: (916) 503-4000
kschumaker@murphyaustin.com

March 24, 2011

VIA EMAIL AND MAIL

Lyman Chang
Senior Civil Engineer
City of Lodi
221 West Pine Street
Lodi, California 95241

Re: Bid Protest for MCI Engineering, Inc. for the Lodi G Basin Stormwater Pump Station Project

Dear Mr. Chang:

Our office represents MCI Engineering, Inc. ("MCI"), the lowest responsive, responsible bidder for the above project. MCI hereby protests any intended award to Vinciguerra Construction ("VC") or F&H Construction ("F&H") of the contract for the Lodi G Basin Stormwater Pump Station Project ("Project") for the City of Lodi ("City") that was bid on March 21, 2011. As detailed below, MCI is the lowest responsive, responsive bidder, and should be awarded this contract for the Project.

As discussed below, VC's bid price is actually higher than MCI's bid when the individual line items are added together. Also, VC failed to list an Instrument System Supplier/Installer, and thus its bid is non-responsive.

As for F&H, F&H's bid is non-responsive and F&H is a non-responsible bidder for the following reasons.

- 1) F&H failed to list subcontractors for the Integration System, grading/excavation/site preparation, site improvements, and mechanical scopes of work required under the contract documents. Based on F&H's failure to list subcontractors, F&H has violated the Subletting and Subcontracting Fair Practices Act,¹ its bid is non-responsive, and F&H is a non-responsible bidder,

¹ The Subletting and Subcontracting Fair Practices Act is found at Public Contract Code sections 4100, *et seq.* Section 4104 (a)(1) requires prime contract bidders to set forth in their bids:

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates, and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case

- 2) For the Integration System, grading/excavation/site preparation, and site improvements scopes of work, F&H does not self perform this type of work. F&H's bid is thus non-responsive since it cannot self perform work for which it failed to list subcontractors.

1. VC'S BID TOTAL IS HIGHER THAN MCI'S BID AND ITS BID IS NON-RESPONSIVE

In its bid proposal, VB listed a total bid amount of \$1,742,000.00 (a copy of VC's bid is attached to this letter as Exhibit A). However, after adding up all of the line items in VC's bid, it is clear that VC's total bid price is \$1,760,000.00. This total price is higher than MCI's total bid price of \$1,751,800.00. Thus, with regard to VC, MCI is the lower responsive, responsible bidder.

Also, the project includes very technical and specialized process instrument and control systems. This work is governed by Specification section 16710, a copy of which is attached to this letter as Exhibit B. As specification section 16710 states, an Instrumentation System Supplier must cause the complete process instrumentation and control systems to be furnished and installed by a single company that meets very stringent requirements. Further, in Addendum 1-3, a copy of which is attached as Exhibit C to this letter, the City identified a specific entity, Telstar Instruments, Inc. that could serve as the Instrument System Supplier.

Since Specification section 16710 indicates that the Instrument System Supplier was to install the systems, and since this work exceeds the listing thresholds established by the bid documents and Public Contract Code section 4104 (as confirmed by the \$55,000.00 amount identified by VC in line item 17 of its bid), VC was required to list as a subcontractor an entity to perform the Integration System work. VC did not list an Instrument System subcontractor in its bid, and thus its bid is non-responsive. Further, VC is not qualified to self perform this work since it clearly cannot meet the stringent requirements set forth in the specifications.

Conversely, MCI, in its bid proposal (which is attached as Exhibit D), listed Telstar as a subcontractor for this scope of work. MCI provided a proper subcontractor listing, and VC did not.

The purpose of the public contracting statutes is to ensure full compliance with competitive bidding laws as a means of protecting the public from misuse of public funds, to provide all qualified bidders the fair opportunity to join the bidding process, and to eliminate

of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

favoritism, fraud and corruption in the awarding of public contracts. See *Public Contract Code section 100*. Even the appearance or possibility of an impropriety is forbidden in public contracting, even where it is clear that no impropriety occurred. See *e.g.*, *Thomson v. Call* (1985) 38 Cal.3d 633, 649 (the object of conflict of interests statutes of public officials is to limit the possibility of any personal influence). See also, *Konica Business Machines USA, Inc. v. Regents of the University of California* (1988) 206 Cal.App.3d 449, 456. (The inference of unfair competitive advantage, whether or not actual, is the standard by which legality of public contracts are judged.) Further, just the possibility of such a situation requires rejection of VC's bid since VC would be provided an unfair advantage - the opportunity to back out - not given to the other bidders who properly listed subcontractors. See *Valley Crest v. City Council*, 41 Cal.App.4th 1432, 1442 (1996).

Finally, the Subletting and Subcontracting Fair Practices Act is designed to prevent bid shopping and bid peddling and to make sure that competitive bidding procedures are followed. VC's bid clearly provides it an unfair competitive advantage that cannot be countenanced by the City.

2. F&H'S FAILURE TO LIST SUBCONTRACTORS RENDERS ITS BID NON-RESPONSIVE

Attached as Exhibit E to this letter is F&H's bid form, including its list of subcontractors. As indicated above, F&H had a legal duty to list all subcontractors whose work exceeds ½ of 1% of the total bid price (about \$8,700.00) or \$1 0,000.00, whichever is greater. By failing to list subcontractors, F&H's bid is non-responsive.

The Integration System, grading/excavation/site preparation, site improvements, and mechanical scopes of work clearly exceed the above thresholds. For example, F&H's own bid includes \$122,000.00 for grading, excavation, and site preparation, and \$27,000.00 for line item no. 17 (the Instrumentation System) F&H did not list subcontractors for these scopes of work

Conversely, the bid form filled out by VC includes subcontractors for site work and HVAC (which is mechanical). MCI's bid properly lists subcontractors for the Integration System and mechanical scopes of work, While MCI did not list subcontractors for grading/excavation/site preparation or site improvements, it is going to self perform this work by using its own forces.

3. F&H'S BID IS NON-RESPONSIVE SINCE IT CANNOT SELF-PERFORM THE INTEGRATION SYSTEM OR SITE WORK

By not listing Integration System, grading/excavation/site preparation, or site improvements subcontractors, MCI anticipates that F&H will argue that it will self-perform these scopes of work. To do so, F&H must certify and satisfy the City that it can self-perform the work. MCI does not believe F&H can meet the requirements.

First, as detailed above, the Integration System work is highly specialized and technical work and the City identified a specific subcontractor qualified to perform this work. F&H cannot self perform this work, and thus its bid is non-responsive.

MCI also understands that F&H does not employ its own forces or equipment to perform earthwork, grading, site preparation work, or underground work. MCI has worked with F&H on past projects, and is very familiar with F&H's construction practices. MCI has never seen F&H's own forces performing this type of earthwork. Unless F&H can prove otherwise with concrete evidence, MCI contends that F&H does not anticipate self-performing the site work.

Accepting F&H's bid will contravene the bid documents, and will also specifically negate the quality controls intended by those documents - which will have a direct impact on the Project itself. Bids on public projects must strictly comply with the bidding requirements. *Konica Business Machines U.S.A. Inc. v. Regents of the University of California* (1988) 206 Cal.App.3d 449,454. In this instance, F&H's bid clearly does not comply with the bid requirements since it cannot meet the requirements of the specifications. F&H's bid is nonresponsive to the requirements of the bid specifications.

Further, the City is required to follow its own rules in awarding contracts. *Pozar v. Department of Transportation* (1983) 145 Cal.App.3d 269-271. The City cannot now change the rules set forth in its own bid documents and award the contract to anyone who did not properly list subcontractors and cannot meet the requirements for an Integration Systems subcontractor per the contract documents. Again, this is consistent with California law, as stated above, and the City's bid requirements.

In addition, MCI contends that F&H is a non-responsible bidder. The concept of responsibility refers to trustworthiness and the quality, fitness and the capacity to perform the work. *City of Inglewood v. Superior Court* (1972) 7 Cal.3d 861, 867. Here, F&H failed to comply with the bid documents. The City cannot trust that F&H will have the capacity or fitness to properly construct the project when it was not able to comply with simple and straightforward bidding requirements.


MCI hereby respectfully requests that VC's and F&H's bids be declared non-responsive, that F&H be declared a non responsible bidder, and that City award the contract to MCI. If the

Lyman Chang
March 24, 2011
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City requests additional information or documentation, MCI will be pleased to provide it, and requests a formal hearing if the City is not *inclined to* grant the bid protest on the papers submitted.

Very truly yours,

MURPHY AUSTIN ADAMS SCHOENFELD LLP



KENNETH I. SCHUMAKER

KIS/sh
Enclosures
cc: MCI Engineering, Inc

EXHIBIT A

SECTION 3

BID PROPOSAL

CITY OF LODI, CALIFORNIA

Bidder: Vinciguerra Construction

Date: 3/21/11

To the Lodi City Council
c/o Purchasing Officer

(If delivered by FedEx, UPS or courier):

310 West Elm Street

Lodi, CA 95240

(If delivered by US mail):

P.O. Box 3006

Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, Information to Bidders, Contract, General Provisions, Special Provisions, Technical Specifications, and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions, Technical Specifications, and Contract form adopted for the same and the requirements under them of the Construction Manager, and will take in full payment therefor the following unit and total prices, to-wit:

Perform the work necessary to complete the G Basin Stormwater Pumping Station, as shown on the plans and specifications for "_____".

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	Mobilization	LS	1	45000.00	45000.00
2	Storm Water Pollution Prevention	LS	1	10000.00	10000.00
3	Provide Temporary Utility Services	LS	1	10000.00	10000.00
4	Construction Dewatering; Permitting; Pumping; and Disposal	LS	1	20000.00	20000.00
5	Grading, Excavation and Site Preparation	LS	1	100000.00	100000.00
6	Construct Pump Station Structure	LS	1	300000.00	300000.00
7	Furnish Mechanical Trash Racks	EA	2	220000.00	440000.00
8	Install Mechanical Trash Racks	EA	2	10000.00	20000.00
9	Furnish Submersible Pumps	EA	4	40000.00	160000.00

Section 3
BID PROPOSAL

ITEM NO	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
10	Install Submersible Pumps	EA	4	5000.00	20000.00
11	Equip Pump Station Structures	LS	1	20000.00	20000.00
12	Furnish and Install Standby Generator	EA	1	35000.00	35000.00
13	Site Electrical, Controls Systems, SCADA, and Lighting	LS	1	150000.00	150000.00
14	Site Piping and Appurtenances	LS	1	50000.00	50000.00
15	Electrical Building	EA	1	50000.00	50000.00
16	Site Improvements	LS	1	75000.00	75000.00
17	HMI Integration of Pump Station Data and Controls	LS	1	55000.00	55000.00
18	All Sheet piling, Shoring, and Bracing	LS	1	100000.00	100000.00
19	Demobilization and Contract Closeout	LS	1	100000.00	100000.00
TOTAL BID				\$	1742,000.00

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

After the contract has been awarded, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned after execution of the contract and issuance of the Notice to Proceed. Accompanying this Bid Proposal is Bidder's Bond (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least 10% of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within 10 working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal,

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is/ or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof,

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
W/ 4186 Metals Valley Iron Works	127 E Harnell Lane Lodi CA 95240	Misc Metals
W/ 3110 Iron D.M. Stephens	PO Box 1867 Lodi CA	Site Work

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 258838 Classification A + B

License Expiration Date 02/28/13

Federal Contractor/Employer I.D. No. 94.2509892

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

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Name of Subcontractor	Address	Description of Work
W/ ELECTRIC	W/ 11111 Hwy. 99, Buchanan	Electrical
Fidel Electric	428 Buchanan cap + Pacheco rd	Electrical
W/ FENCING	PO Box 1309 Lathrop Ct	Fencing
All Steel Fence	PO Box 1309 Lathrop Ct	Fencing
W/ HVAC	W/ 2000000 Kungwa Rd	HVAC
HVAC Airflow Inc	PO Box 65287 Stockton	HVAC
Pinasco		

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 358838 Classification A & B

License Expiration Date 02/28/13

Federal Contractor/Employer I.D. No. 94-2509892

Section 3
BID PROPOSAL

Vinciguerra Construction
Bidder

Dated:

3/21/11

Wayne
Authorized Signature

Owner
Title

Individual

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

907 Vogan Toll Rd
Jackson, CA 95642
Address

(209) 223-3610
Telephone

END OF SECTION

EXHIBIT B

SECTION 16710

PROCESS INSTRUMENT AND CONTROL SYSTEMS

PART I – GENERAL

1.01 DESCRIPTION

A. General

1. Furnish all labor, materials, tools, equipment and services for *all* process instrument and control systems as indicated in accordance with provisions of the Contract Documents,
2. Completely coordinate *with* work of all other trades,
3. Although such work is not specifically indicated, furnish **and** install **all** supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation,

B. Instrumentation System Supplier (ISS)

The Subcontractor shall cause *the* complete process instrumentation and control systems to be furnished and installed by a single company. The Instrumentation System Supplier (ISS) shall be regularly engaged in the manufacture and installation of pneumatic, electronic and process instrumentation systems. These requirements shall not, however, be construed as relieving the Subcontractor of his responsibility for this part of the work.

The ISS shall provide all materials, labor, engineering, **as** required, per:

Section 16600, CONTROL, SENSOR SWITCHES AND AUXILIARIES;
Section 16700, CONTROL PANELS,
Section 16710, PROCESS INSTRUMENT AND CONTROL, SYSTEMS;
Section 16800, PROGRAMMABLE LOGIC CONTROLLERS AND ASSOCIATED EQUIPMENT;

The ISS shall be responsible for **the** satisfactory operation of the entire system. The ISS shall produce detailed drawings (panel schematics, inter-connection, and loop diagrams) for the complete coordination and installation of the various system components. The ISS shall perform coordination and field investigation as required to interconnect new and existing controls, and to interface with other trades and package control vendors, so as **to** provide a complete, documented, and properly operable system.

The ISS shall provide the services of a qualified Commissioning Engineer to perform and/or supervise the installation, calibration, start-up procedures, pre-operational testing, and commissioning of each system.

Functional system data is shown on instrumentation diagrams and is augmented by accompanying schedules and details. All elements shall be provided as shown and/or other such elements as may be required to complete the system shall be provided even though not shown.

C. Qualifications of Instrument System Supplier (ISS)

The ISS shall be one of the following vendors:

Control Manufacturing Company, Napa, CA
KBL Associates, Hayward, CA
Meyer Control Corporation, Vacaville, CA
Tesco, Sacramento, CA

The ISS shall be designated in the Subcontractor's bid documents with a list of three projects of similar size and scope, performed during the last five years, and including customer references with names and telephone numbers.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Signal Transmissions and Signal Conditioners

Unless otherwise indicated, electric or electronic signal shall be 4-20mA (milliamps) DC. Signal conditioners and/or isolators shall be provided as required and shall be by AGM, or approved equal.

B Electronic Equipment

Electronic equipment shall be all solid-state construction. Components shall be substantially de-rated to assure dependability and long-term stability. Printed circuit boards shall be glass epoxy of ample thickness, wave soldered, and heavily varnished for moisture resistance. Alignment and adjustments shall be non-critical, stable with temperature changes and aging, accomplished with premium grade potentiometers. Selected components shall not be required to obtain specified performance.

C. Power Supplies

1. Unregulated 120V, 60 Hz power shall be provided to all control panels, and all field instruments indicated as having 120V electric supply. If power is required at any other instruments, if other voltages are required, if regulated power is required, it shall be provided under this item
2. Components shown with individual 120V AC supplies shall be so provided, they shall not be grouped on common low voltage DC supply, Alternating current power supply

connections for panel mounted equipment shall be hardwired. Field mounted units shall be wired in solid and provided with a power disconnect switch either internally or adjacent to the unit. All units shall be protected by individual draw-out fuses.

3. Direct current power supplies shall operate from 120V AC unregulated power and, unless otherwise indicated, shall be 24V DC output. DC output voltage shall be regulated to $\pm 0.005\%$ for 10% AC line voltage change and over rated output range. Output ripple shall be less than 0.25mV. Power supply shall be protected against output short-circuit. Power supplies shall be sized for a minimum of 300% of connected load or as required to successfully start-up with all loads connected. Power supply AC input shall be fused per the manufacturer's requirements. Power supplies shall be Acopian "Gold Box Series A" with "GB8" mounting kit, or approved equal.

D Ultrasonic Level Measurement System (LT-01 & LT-02)

1. General

The ultrasonic level measurement system shall consist of an ultrasonic non-contacting transducer and a level monitoring transmitter.

2. Ultrasonic Non-contacting Transducer

The ultrasonic non-contacting transducer shall use acoustic pulses to measure the distance between the transducer face and the water surface in the pump station wet well.

The transducer shall contain a polarized zirconium crystal with acoustic impedance matching face and transformer, all encapsulated in a chemically resistant, hermetically sealed enclosure suitable for occasional immersion. Transducer range shall be 1 to 33 feet. Transducer operating temperature shall be -40°C to +95°C. Transducer accuracy shall be $\pm 0.25\%$ of range or 2 millimeter (mm) whichever is greater. Resolution shall be 0.1 % of range. Transducer shall be FM approved for Class 1, Division 2, Groups C and D locations.

Transducer shall be ABB/Milltronics Echomax #XRS-5, no equal. Connect to level monitoring flow transmitter using RG-62A/U coaxial cable.

3. Level Monitoring Transmitter

The level monitoring transmitter shall accept the input signal from the ultrasonic non-contacting transducer, and shall provide a serially connected RS-232 cable for connection to the site PLC. This connection shall provide all data related to the level transmitter.

The transmitter shall be supplied in a NEMA 4X rated polycarbonate enclosure suitable for wall mounting with a 4 digit high-contrast, LCD display. The transmitter shall operate from a 115V AC ($\pm 15\%$), 60 Hz power supply and have a -20°C to +50°C

operating temperature range. The transmitter shall incorporate a built-in process temperature sensor for acoustic signal transit time compensation.

Transmitter shall have the following characteristics:

Range	1 –50 feet
Repeatability	+ 0.25% of range or 6mm (whichever is greater)
Blanking	From 1 foot
Resolution	± 0.1% of range or 2mm (whichever is greater)

Transmitter shall be equipped with 5 multipurpose (SPDT contact) output relays, with user selectable functions. All relay output contacts shall be rated for 250V AC, **service** at 5 amps (non-inductive), 4-20mA DC and **pulse** scaling shall be coordinated with the Construction Manager.

Transmitter shall be Siemens Sitrans LUC500, no equal,

PART 3 –EXECUTION

3.01 INSTALLATION

Instruments *attached* directly to concrete shall be spaced out from the mounting surface not less than ½-inch by use of phenolic spacers or framing channel. Expansion shields or cast-in-place inserts shall be used for securing equipment or supports to concrete surfaces. Unless otherwise noted, field instruments shall be mounted between 48 and 60 inches above the floor or work platforms and oriented for optimal display orientation and accessibility.

Each device shall be carefully *installed and commissioned in* accordance with the Contract Documents, the Plans, the Manufacturer's O&M documentation, and as required for a complete and fully functional instrumentation system.

All analog instruments shall be installed such that taps and ports, *etc. are* available **for** in-place calibration and test without removal. For those instruments where such in-site calibration is not feasible other calibration methods shall be provided subject to approval by the Construction Manager.

All instrumentation shall be field calibrated using calibration standards at least 4 times more accurate than the instrument under test. Calibration standards shall be recently calibrated, with certification traceable to NIST. Calibrate each instrument at no less than five (5) points (0, 25, 50, 75, and 100%) of calibration. Complete test reports shall be submitted for Construction Manager review and approval.

Final instrument loop commissioning shall include injection of 4-0mA signal into the loop from the connections to the signal transmitter, at five (5) points (0, 25, 50, 75, and 100%) of calibration. At each injected value, record the readings of all receiving instrument including digital panel meters, videographic recorder, PLC analog input value and HMI readout. Perform corrections as required to achieve displays corrected to within 0.1% of full scale. Complete test reports shall be submitted for review and approval.

Analysis instruments shall be compared each with the other for consistency and with plant laboratory methods.

****END OF SECTION****

EXHIBIT C

<u>Item</u>	<u>Drawing/Specification</u>	<u>Description</u>
		2.02C Other Components
		Change "1 8 ga" to "22 ga."
1.009	Section 16710	PROCESS INSTRUMENTS AND CONTROL SYSTEMS 1.01C Qualifications of Instrument System Supplier (ISS) Add the following: "Telstar Instruments, Inc., Concord, CA "

EXHIBIT D

SECTION 3

BID PROPOSAL

CITY OF LORI, CALIFORNIA

Bidder: MCI Engineering, Inc.

Date: March 21, 2011

To the Lodi City Council
c/o Purchasing Officer

(If delivered by FedEx, UPS or courier):
310 West Elm Street
Lodi, CA 95240

(If delivered by US mail):
P.O. Box 3006
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, Information to Bidders, Contract, General Provisions, Special Provisions, Technical Specifications, and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions, Technical Specifications, and Contract form adopted for the same and the requirements under them of the Construction Manager, and will take in full payment therefor the following unit and total prices, to-wit:

Perform the work necessary to complete the G Basin Stormwater Pumping Station, all as shown on the plans and specifications for "the project".

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	Mobilization	LS	1	2,600 ⁰⁰	2,600 ⁰⁰
2	Storm Water Pollution Prevention	LS	1	6,000 ⁰⁰	6,000 ⁰⁰
3	Provide Temporary Utility Services	LS	1	24,500 ⁰⁰	24,500 ⁰⁰
4	Construction Dewatering; Permitting; Pumping; and Disposal	LS	1	13,000 ⁰⁰	13,000 ⁰⁰
5	Grading, Excavation and Site Preparation	LS	1	24,400 ⁰⁰	24,400 ⁰⁰
6	Construct Pump Station Structure	LS	1	344,000 ⁰⁰	344,000 ⁰⁰
7	Furnish Mechanical Trash Racks	EA	2	227,000 ⁰⁰	454,000 ⁰⁰
8	Install Mechanical Trash Racks	EA	2	5,800 ⁰⁰	11,800 ⁰⁰
9	Furnish Submersible Pumps	EA	4	43,700 ⁰⁰	174,800 ⁰⁰

Section 3
BID PROPOSAL

ITEM NO	DESCRIPTION	UNIT	ESTD QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
10	Install Submersible Pumps	EA	4	2,100 ⁰⁰	8,400 ⁰⁰
11	Equip Pump Station Structures	LS	1	186,500 ⁰⁰	186,500 ⁰⁰
12	Furnish and Install Standby Generator	EA	1	40,600 ⁰⁰	40,600 ⁰⁰
13	Site Electrical, Controls Systems, SCADA, and Lighting	LS	1	197,000 ⁰⁰	197,000 ⁰⁰
14	Site Piping and Appurtenances	LS	1	107,500 ⁰⁰	107,500 ⁰⁰
15	Electrical Building	EA	1	68,000 ⁰⁰	68,000 ⁰⁰
16	Site Improvements	LS	1	51,900 ⁰⁰	51,900 ⁰⁰
17	HMI Integration of Pump Station Data and Controls	LS	1	27,100 ⁰⁰	27,100 ⁰⁰
18	All Sheeting, Shoring, and Bracing	LS	1	7,100 ⁰⁰	7,100 ⁰⁰
19	Demobilization and Contract Closeout	LS	1	2,600 ⁰⁰	2,600 ⁰⁰
TOTAL BID				\$	1,751,800 ⁰⁰

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

After the contract has been awarded, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned after execution of the contract and issuance of the Notice to Proceed. Accompanying this Bid Proposal is Bidder's Bond (10%) (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least 10% of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within 10 working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in *my* portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
		Rebar
RICATER	STOCKTON	Fencing
BOCKMAN + GIBBY	STOCKTON	Electrical

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 804672 Classification A, B, C-8, C-27
 License Expiration Date 2/29/12
 Federal Contractor/Employer I.D. No. 68-0486529

connection with my other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee ~~is~~, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
McFADDEN CONST	STOCKTON	Erect Electrical Building
		HVAC
		Heating Ventilation & Air Conditioning
McFADDEN CONST	STOCKTON	Pump Station Structure

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 804672 Classification A, B, C-8, C-27

License Expiration Date 2/29/12

Federal Contractor/Employer I.D. No. 68-0486529

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
MEANDER CONST	STOCKTON	MECHANICAL PARTIAL
TEL STAR	CONCORD	INTEGRATION SYSTEM

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 804672 Classification A, B, C-8, C-27

License Expiration Date 2/29/12

Federal Contractor/Employer I.D. No. 68-0486529

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good *faith* and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee *is*, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and *are made* under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor **who** will perform work or labor or render services to the undersigned in and about the construction of the project in an amount **in** excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California;

License No. 804672 Classification A, B, C-8, C-27

License Expiration Date 2/29/12

Federal Contractor/Employer I.D. No. 68-0486529

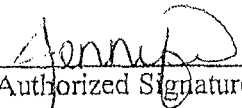
Section 3
BID PROPOSAL

MCI Engineering, Inc.

Dated:

March 21, 2011

Bidder


Authorized Signature

President

Title

Corporation

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal **if** Corporation)

7207 Murray Drive

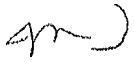
Stockton, CA 95210

Address

(209) 472-1607

Telephone

Addenda 1, 2 & 3 Acknowledged

Jennifer Meza, President 

****END OF SECTION****

EXHIBIT E

SECTION 3

BID PROPOSAL

CITY OF LODI, CALIFORNIA

Bidder: F & H Construction

Date: March 11, 2011 -

To the Lodi City Council
c/o Purchasing Officer

(If delivered by FedEx, UPS or courier):
3 10 West Elm Street
Lodi, CA 95240

(If delivered by US mail):
P.O. Box 3006
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, Information to Bidders, Contract, General Provisions, Special Provisions, Technical Specifications, and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions, Technical Specifications, and Contract form adopted for the same and the requirements under them of the Construction Manager, and will take in full payment therefor the following unit and total prices, to-wit:

Perform the work necessary to complete the G Basin Stormwater Pumping Station, all as shown on the plans and specifications for "Lodi G Basin".
Stormwater Pump Station

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	Mobilization	LS	1	70,000.	70,000.
2	Storm Water Pollution Prevention	LS	1	9,000.	9,000.
3	Provide Temporary Utility Services	LS	1	15,000.	15,000.
4	Construction Dewatering; Permitting; Pumping; and Disposal	LS	1	5,000.	5,000.
5	Grading, Excavation and Site Preparation	LS	1	122,000.	122,000.
6	Construct Pump Station Structure	LS	1	444,500.	444,500.
7	Furnish Mechanical Trash Racks	EA	2	217,000.	434,000.
8	Install Mechanical Trash Racks		2	3,600.	7,200.
9	Furnish Submersible Pumps	EA	4	38,000.	152,000.
		EA			

Section 3
BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
10	Instal Submersible Pumps	EA	4	6,000.	24,000
11	Equip Pump Station Structures	LS	1	10,300.	10,300
12	Furnish and Install Standby Generator	EA	1	34,000	34,000
13	Site Electrical, Controls Systems, SCADA, and Lighting	LS	1	195,000	195,000
14	Site Piping and Appurtenances	LS	1	103,000.	103,000
15	Electrical Building	EA	1	61,000	61,000
16	Site Improvements	LS	1	22,000	22,000
17	HMI Integration of Pump Station Data and Controls	LS	1	27,000	27,000
18	All Sheeting, Shoring, and Bracing	LS	1	5,000.	5,000.
19	Demobilization and Contract Closeout	LS	1	6,000.	6,000.
TOTAL BID			\$	1,746,000	

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

After the contract has been awarded, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned after execution of the contract and issuance of the Notice to Proceed. Accompanying this Bid Proposal is "Bidder's Bond" (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least 10% of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within 10 working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>
Sierra Asphalt	3755 Omeo Circle #2 Rancho Cordova California 95742	AT Paving
Benton Fence & Drilling	P.O. Box 190 Acampo California 95220	Fencing
Gamma Rebar, Inc.	9245 Laguna Springs Dr Elk Grove California 95758	Rebar

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 293306 Classification A B

License Expiration Date 2-29-2012

Federal Contractor/Employer I.D. No. 94-2165460

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
Simpson Construction Co.	62 Phillip Ct. Tracy California 95376	PreEngineered Building Concrete
Bockman & Woody Electric Co.	P.O. Box 1018 Stockton Ca 95201	Electrical

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 293306 Classification A B

License Expiration Date 2-29-2012

Federal Contractor/Employer I.D. No. 94-2165460

Section 3
BID PROPOSAL,

connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof,

All representations made herein are true and are made under penalty of perjury.

The undersigned certifies that he/she has read the City's Drug-free Workplace policy and, if awarded the contract, will comply with this policy.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
Nehemiah Kebar Services, Inc.	P.O. Box 2149	Rebar
	Shingle Springs	
	California 95682	

(Attach additional sheets if needed, including reference materials for Instrumentation System Suppliers.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. 293306 Classification A B

License Expiration Date 2-29-2012

Federal Contractor/Employer I.D. No. 94-2165460

Section 3
BID PROPOSAL

F & H Construction

Dated: March 11, 1011

Bidder

Harold Jones
Authorized Signature Harold Jones

President

Title

Corporation

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

4945 Waterloo Road
Stockton, Ca. 95215

Address

209-931-3738
Telephone

****END OF SECTION****



March 22, 2011

Lyman Chang
Senior Civil Engineer
City of Lodi
221 West Pine Street
Lodi, CA 95241

Re: Bid Protest for MCI Engineering, Inc. for the Lodi C Basin Storm Water Pump Station Project

Dear Mr. Chang:

This letter is submitted by F&H Construction in response to the letter of bid protest submitted on March 24, 2011 by MCI Engineering, Inc. ("MCI"). According to its letter of protest, MCI protests the bid of F&H Construction by alleging that F&H Construction failed to list subcontractors for the Integration System, grading/excavation/site preparation, site improvements, and mechanical scopes of work required under the Contract Documents. For the reasons outlined below, the bid protest of MCI is meritless, and F&H Construction remains the lowest responsive and responsible bidder for this project.

In keeping with its legal obligations, including those set forth within Public Contract Code section 4104(a)(1), F&H Construction has listed all subcontractors whose work exceeds ½ of 1% of the total bid price or \$10,000, whichever is greater.

A. Integration System Scope of Work.

With respect to the Integration System, Specification Section 16710, Part 1.01, paragraph C, provides as follows:

*The ISS shall be designated in the Subcontractor's bid documents with a list of three projects of similar size and scope, performed during the last five years, and including customer references with names and telephone numbers. (See, Specification Section 16710, Part 1.01, paragraph C, a copy of which is enclosed as **Exhibit A**)*

In keeping with the requirements of Specification Section 16710, F&H Construction designated Telstar Instruments, Inc. as its qualified instrument system supplier, as allowed in Addendum No.1, Item No. 1.009 (See, Addendum No. 1, and dated March 8, 2011, a copy of which is enclosed as **Exhibit B**). Moreover, F&H Construction's bid documents associated with the designation of Telstar Instruments, Inc. included a list of three projects of similar size and scope, performed during the last five years, and included the requisite customer references with names and telephone numbers.

The Integration System will be supplied by Telstar Instruments, Inc. and installed by the listed electrical subcontractor, Bockmon and Woody Electric Co., Inc. A copy of the Bid Proposal of Bockmon and Woody Electric Co., Inc. is enclosed as **Exhibit C**. While the bid is self-explanatory, you will note it expressly covers the scope of work contemplated by Specification Section 16710, and the installation of an Integration System supplied by a qualified instrument supplier (i.e. Telstar Instruments, Inc.).

3/28/2011

B. Grading/Excavation/Site Preparation, Site Improvements, and Mechanical Scopes of Work.

F&H Construction will be self-performing all grading, excavation, and site preparation/improvement scopes of work. F&H Construction is qualified to perform all of these aspects of this project. Contrary to MCI's' allegations, F&H Construction has a history of self performing these scopes of work for more than 40 years. This is particularly true on other WTP/WWTP/Power Plant projects previously constructed by F&H Construction. We would be happy to provide references in this respect, if such a demonstration of ability is requested by the City of Lodi.

With respect to the mechanical scope of work, F&H Construction will be self-performing all aspects except for the HVAC-related work. Since the value of the HVAC work is less than \$10,000, F&H Construction is not obligated to list its HVAC subcontractor.

C. Conclusion

For the reasons stated above, F&H Construction is the lowest responsive and responsible bidder for the Lodi G Basin Storm Water Pump Station Project. Accordingly, it is respectfully requested that the City of Lodi award the contract for this project to F&H Construction.

Very truly yours,

F & H Construction



Stephen Seibly
Chief Estimator
Secretary-Treasurer

cc: MCI Engineering, Inc. c/o Murphy Austin Adams Schoenfeld, LLP (via fax: 916.503.4000 and email: kschumaker@murphyaustin.com)

EXHIBIT "A"

SECTION 16710

PROCESS INSTRUMENT AND CONTROL SYSTEMS

1 - GENERAL

DESCRIPTION

General

1. Furnish all labor, materials, tools, equipment and services for all process instrument and control systems as indicated in accordance with provisions of the Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

B. Instrumentation System Supplier (ISS)

The Subcontractor shall cause the complete process instrumentation and control systems to be furnished and installed by a single company. The Instrumentation System Supplier (ISS) shall be regularly engaged in the manufacture and installation of pneumatic, electronic and process instrumentation systems. These requirements shall not, however, be construed as relieving the Subcontractor of his responsibility for this part of the work.

The ISS shall provide all materials, labor, engineering, as required, per:

Section 16600, CONTROL SENSOR SWITCHES AND AUXILIARIES;
Section 16700, CONTROL PANELS;
Section 16710, PROCESS INSTRUMENT AND CONTROL SYSTEMS;
Section 16800, PROGRAMMABLE LOGIC CONTROLLERS AND ASSOCIATED EQUIPMENT;

The ISS shall be responsible for the satisfactory operation of the entire system. The ISS shall produce detailed drawings (panel schematics, inter-connection, and loop diagrams) for the complete coordination and installation of the various system components. The ISS shall perform coordination and field investigation as required to interconnect new and existing controls, and to interface with other trades and package control vendors, so as to provide a complete, documented, and properly operable system.

The ISS shall provide the services of a qualified Commissioning Engineer to perform and/or supervise the installation, calibration, start-up procedures, pre-operational testing, and commissioning of each system.

Section 16710
PROCESS INSTRUMENT AND CONTROL SYSTEMS

Functional system data is shown on instrumentation diagrams and is augmented by accompanying schedules and details. All elements shall be provided as shown and/or other such elements as may be required to complete the system shall be provided even though not shown.

C. Qualifications of Instrument System Supplier (ISS)

The ISS shall be one of the following vendors:

Control Manufacturing Company, Napa, CA
KBL Associates, Hayward, CA
Meyer Control Corporation, Vacaville, CA
Tesco, Sacramento, CA

The ISS shall be designated in the Subcontractor's bid documents with a list of three projects of similar size and scope, performed during the last five years, and including customer references with names and telephone numbers.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Signal Transmissions and Signal Conditioners

Unless otherwise indicated, electric or electronic signal shall be 4-20mA (milliamps) DC. Signal conditioners and/or isolators shall be provided as required and shall be by AGM, or approved equal.

B. Electronic Equipment

Electronic equipment shall be all solid-state construction. Components shall be substantially de-rated to assure dependability and long-term stability. Printed circuit boards shall be glass epoxy of ample thickness, wave soldered, and heavily varnished for moisture resistance. Alignment and adjustments shall be non-critical, stable with temperature changes and aging, accomplished with premium grade potentiometers. Selected components shall not be required to obtain specified performance.

C. Power Supplies

1. Unregulated 120V, 60 Hz power shall be provided to all control panels, and all field instruments indicated as having 120V electric supply. If power is required at any other instruments, if other voltages are required, if regulated power is required, it shall be provided under this item.
1. Components shown with individual 120V AC supplies shall be so provided, they shall not be grouped on common low voltage DC supply. Alternating current power supply

connections for panel mounted equipment shall be hardwired. Field mounted units shall be wired in solid and provided with a power disconnect switch either internally or adjacent to the unit. All units shall be protected by individual draw-out fuses.

3. Direct current power supplies shall operate from 120V AC unregulated power and, unless otherwise indicated, shall be 24V DC output. DC output voltage shall be regulated to $\pm 0.005\%$ for 10% AC line voltage change and over rated output range. Output ripple shall be less than 0.25mV. Power supply shall be protected against output short circuit. Power supplies shall be sized for a minimum of 300% of connected load or as required to successfully start-up with all loads connected. Power supply AC input shall be fused per the manufacturer's requirements. Power supplies shall be Acopian "Gold Box Series A" with "GB8" mounting kit, or approved equal.

D. Ultrasonic Level Measurement System (LT-01 & LT-02)

1. General

The ultrasonic level measurement system shall consist of an ultrasonic non-contacting transducer and a level monitoring transmitter.

2. Ultrasonic Non-contacting Transducer

The ultrasonic non-contacting transducer shall use acoustic pulses to measure the distance between the transducer face and the water surface in the pump station wet well.

The transducer shall contain a polarized zirconium crystal with acoustic impedance matching face and transformer, all encapsulated in a chemically resistant, hermetically sealed enclosure suitable for occasional immersion. Transducer range shall be 1 to 33 feet. Transducer operating temperature shall be -40°C to $+95^{\circ}\text{C}$. Transducer accuracy shall be $\pm 0.25\%$ of range or 2 millimeter (mm) whichever is greater. Resolution shall be 0.1 % of range. Transducer shall be FM approved for Class 1, Division 2, Groups C and D locations.

Transducer shall be ABB/Millitronics Echomax #XRS-5, no equal. Connect to level monitoring flow transmitter using RG-62A/U coaxial cable.

3. Level Monitoring Transmitter

The level monitoring transmitter shall accept the input signal from the ultrasonic non-contacting transducer, and shall provide a serially connected RS-232 cable for connection to the site PLC. This connection shall provide all data related to the level transmitter.

The transmitter shall be supplied in a NEMA 4X rated polycarbonate enclosure suitable for wall mounting with a 4 digit high-contrast, LCD display. The transmitter shall operate from a 115V AC ($\pm 15\%$), 60 Hz power supply and have a -20°C to $+50^{\circ}\text{C}$

Section 16710
PROCESS INSTRUMENT AND CONTROL SYSTEMS

operating temperature range. The transmitter shall incorporate a built-in process temperature sensor for acoustic signal transit time compensation.

Transmitter shall have the following characteristics:

Range	± 50 feet
Repeatability	± 0.25% of range or 6mm (whichever is greater)
Blinking	From 1 foot
Resolution	± 0.1% of range or 2mm (whichever is greater)

Transmitter shall be equipped with 5 multipurpose (SPDT contact) output relays, with user selectable functions. All relay output contacts shall be rated for 250V AC, service at 5 amps (non-inductive), 4-20mA DC and pulse scaling shall be coordinated with the Construction Manager.

Transmitter shall be Siemens Sitraus LUC500, no equal.

PART 3 - EXECUTION

3.01 INSTALLATION

Instruments attached directly to concrete shall be spaced out from the mounting surface not less than 1/2-inch by use of phenolic spacers or framing channel. Expansion shields or cast-in-place inserts shall be used for securing equipment or supports to concrete surfaces. Unless otherwise noted, field instruments shall be mounted between 48 and 60 inches above the floor or work platforms and oriented for optimal display orientation and accessibility.

Each device shall be carefully installed and commissioned in accordance with the Contract Documents, the Plans, the Manufacturer's O&M documentation, and as required for a complete and fully functional instrumentation system.

All analog instruments shall be installed such that taps and ports, etc. are available for in-place calibration and test without removal. For those instruments where such in-site calibration is not feasible other calibration methods shall be provided subject to approval by the Construction Manager.

All instrumentation shall be field calibrated using calibration standards at least 4 times more accurate than the instrument under test. Calibration standards shall be recently calibrated, with certification traceable to NIST. Calibrate each instrument at no less than five (5) points (0, 25, 50, 75, and 100%) of calibration. Complete test reports shall be submitted for Construction Manager review and approval.

Section 16710
PROCESS INSTRUMENT AND CONTROL SYSTEMS

Final instrument loop commissioning shall include injection of 4-0mA signal into the loop from the connections to the signal transmitter, at five (5) points (0, 25, 50, 75, and 100%) of calibration. At each injected value, record the readings of all receiving instrument including digital panel meters, videographic recorder, PLC analog input value and HMI readout. Perform corrections as required to achieve displays corrected to within 0.1% of full scale. Complete test reports shall be submitted for review and approval.

Analysis instruments shall be compared each with the other for consistency and with plant laboratory methods

END OF SECTION

EXHIBIT "B"

CITY OF LODI
PUBLIC WORKS DEPARTMENT

ADDENDUM NO. 1

PROJECT: G-BASIN (DEBENEDETTI PARK) STORMWATER PUMPING STATION

Notice is hereby given that the plans and specifications for the above referenced project have been revised as follows:

SEE ATTACHED

Dated: March 8, 2011

Ordered by:


Lyman Chang
Senior Civil Engineer

CITY OF LODI
PUBLIC WORKS DEPARTMENT

RECEIPT OF ADDENDUM

PROJECT: G-BASIN (DEBENEDETTI PARK) STORMWATER PUMPING STATION

Received from the City of Lodi ADDENDUM NO. 1 to the plans and specifications for the above referenced project.

Date:

By

NOTE: This acknowledgment must be submitted with the Bid Proposal.

**CITY OF LODI
G BASIN STORMWATER PUMP STATION PROJECT**

**ADDENDUM NO. 1
DATED: March 8, 2011**

GENERAL:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

<u>Item</u>	<u>Drawing/Specification</u>	<u>Description</u>
1.001	Drawing G0.3	CONSTRUCTION SEQUENCE PLAN Add the following to Sequencing Note 1 “Dewater 72-inch SD.” Add the following to Sequencing Note 3: “The City will pump G Basin down prior to construction. The Contractor can expect a depth of water in G Basin of approximately 1-2 ft following City pumping operation. The Contractor shall dewater the 72-inch pipeline between the pipe plugs continuously during construction.”
1.002	Drawing G0.4	SITE ACCESS AND STAGING PLAN Add this drawing in its entirety – see attached Drawing G0.4.
1.003	Section I	NOTICE INVITING BIDS An attendance sign-in sheet and list of questions/responses are attached for reference.
1.004	Section 01010	LOCATION AND SUMMARY OF WORK 1.03 Cooperation Add the following: “Contractor shall schedule operations and activities so as not to interfere with City completion of the potable water

<u>Item</u>	<u>Drawing/Specification</u>	<u>Description</u>
		well site.”
1.005	Section 01015	<p>CONTRACT TIME</p> <p>Replace this section in its entirety -- see attached Section 01015.</p>
1.006	Section 01020	<p>WORK SEQUENCE</p> <p>1.04 Summary of Work Sequence Requirements</p> <p>Table 1 -- Work Sequence: Stage 1 Construction</p> <p>B. Bypass Operation</p> <p>Add the following to Note 1)</p> <p>“The City will pump G Basin down prior to construction. The Contractor can expect a depth of water in G Basin of approximately 1-2 ft following City pumping operation. The Contractor shall dewater the 72-inch pipeline between the pipe plugs continuously during construction.”</p> <p>Add the following to Note 3):</p> <p>“The City has used a 3500 gpm pump to dewater G Basin. Temporary pumping of G Basin by the Contractor shall be furnished beginning October 15.”</p>
1.007	Section 02220	<p>EXCAVATION, BACKFILLING, AND COMPACTION FOR STRUCTURES</p> <p>3.01C Surplus Material</p> <p>Add the following:</p> <p>“At the discretion of the Construction Manager, select surplus materials may be spread on-site. Select surplus materials excludes objectionable materials defined in Paragraph 6-11.00, Clearing and Grubbing.”</p>
1.008	Section 07400	<p>MANUFACTURED ROOF AND WALL PANELS</p> <p>2.02A1a Material</p> <p>Change “18 gauge” to “22 gauge”</p>

<u>Item</u>	<u>Drawing/Specification</u>	<u>Description</u>
		2.02C Other Components
		Change "18 ga" to "22 ga."
1.009	Section 16/10	PROCESS INSTRUMENTS AND CONTROL SYSTEMS
		1.01C Qualifications of Instrument System Supplier (ISS)
		Add the following:
		"Felslar Instruments, Inc., Concord, CA"

EXHIBIT "C"



MAR/21/2011

12:34 PM

FAX No

}

BOCKMON AND WOODY ELECTRIC CO., INC.
INDUSTRIAL, COMMERCIAL, & INSTITUTIONAL WIRING
P.O. BOX 1018
STOCKTON CA. 95201
PHONE: (209) 464-4878
FAX: (209) 464-2615
LICENSE NO. 588308

BID PROPOSAL

DATE: 3/21/2011

ATTN:
COMPANY:

Project: City of Lodi G-Basin Storm Water Lift Station

Gentlemen

Bockmon & Woody Electric Co. Proposes to bid on the referenced project as a subcontractor for the electrical portion of the work required under the general contract and any modifications.

Our proposal is according to the provisions and terms of the contract documents. Our bid price will be per the Plans & Specifications, sales tax included.

The specification sections for the scope of work quoted by Bockmon & Woody Electric are as follows:
Division 16010, 16030, 16110, 16120, 16130, 16140, 16400, 16452, 16496, 16500, 16600, 16700, 16710, 16800, and 16900

Bockmon & Woody Electric Co., Inc. recognizes Addendums: #1, #2, #3

**This bid proposal is good for 30 days.

**Work to be completed on a reasonable schedule.

**Subcontractor shall not be responsible for safety violations by others.

Furnish & Install Standby Generator
Site Electrical, Controls systems, SCADA, and Lighting
Electrical building
HMI Integration of Pump Station Data and Controls

\$33,200.00	
\$ 201,478.00	120,000
\$18,000.00	18,000
\$17,000.00	25,000
\$ 269,378.00	269,378.00

TOTAL for all bid items

1. Cost of permits, fees, & bonds
2. Painting & patching
3. Any additional work that is not listed in this proposal
4. All House keeping pads
5. Bollards
6. Utility Fees
7. Diesel Fuel for Generator
8. City of Lodi Electric Utility Primary Conduit will Stub 50' from Utility Transformer as shown on Sheet C1.1
9. Air Quality Control permits for generator
10. Special pump cables
11. Seismic studies
12. Surveying
13. Off Haul of Spoils
14. Site Water
15. Hoists and Instrument Supports



(Tesco)

↑ CHANGE

16. Cutting & Patching of Asphalt & Concrete
17. Repairing any damages done by others
18. Temporary Power and Maintenance of Temp Power
19. Temporary Fencing & Toilet
20. All Overtime and/or Premium Time

We appreciate the opportunity of offering our scope and proposal for your consideration. Should there be any questions, please feel free to contact us at your convenience.

Sincerely,
Bockmon & Woody Electric Co., Inc.

Gary M. Woody
Project Manager / Estimator
cc: Gary Woody / Jeff Bockmon

Approved By: _____

Date: _____

From: Stephen Seibly [mailto:sseibly@f-hconst.com]
Sent: Wednesday, March 30, 2011 10:43 AM
To: Steve Schwabauer; Lyman M Chang
Subject: Lodi G Basin - License & References
Importance: High

Dear Mr. Schwabauer & Mr. Chan,

Please find enclosed a copy of F&H Construction's California State Contractors License for your review and files. As you will note, F&H Construction currently maintains A and B licenses, which collectively authorize F&H Construction to self-perform the grading, excavation, site preparation/improvements, underground utilities, piping and mechanical work for this project.

In addition, below are two local references who are familiar with F&H Construction's general qualifications and recent history of self-performing the above-mentioned scopes of work.

Contact

Gary Wiman
City of Lodi

Anders Christensen
Woodbridge Irrigation District
209-369-6808

Project(s)

Hutchins Street Square
& Lodi Station Parking Structure

Lower Mokelumne River Restoration
(Woodbridge Dam)

In the event you require any additional references or if we can provide you with any further information at this time, please do not hesitate to contact us.

Thanks,

Stephen Seibly
F&H Construction
209-931-3738 office
209-351-5012 cell
209-931-4427 fax
sseibly@f-hconst.com

Please visit our web site at: www.f-hconst.com INTERNET CONFIDENTIALITY STATEMENT This electronic mail message, including attachments, is a confidential communication exclusively between F & H Construction and the intended recipient(s) indicated as the addressee(s). It contains information that is private and may be proprietary or may be covered by legal professional privilege. If you receive this message in any form and you are not the intended recipient you must not review, use, discuss or disseminate it. We would be grateful if you could contact the sender at (209) 931-3738 upon receipt and in any event you should destroy this message without delay. Anything contained in this message that is not connected with the business of F & H Construction or its affiliates is neither endorsed by nor is the liability of this company.

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

F & H CONSTRUCTION

License Number **293306**

to engage in the business or act in the capacity of a contractor
in the following classification(s):

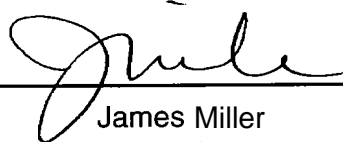
A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,
April 6, 2010

Issued April 26, 1974

CERTIFIED COPY

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



James Miller
Board Chair



Stephen P. Sands
Registrar of Contractors

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 293306

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below Click on the link or button to obtain complaint and/or legal action information

Per B&P 7071.17 only construction related civil judgments reported to the CSLB are disclosed

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	293306	Extract Date: 3/29/2011						
Business Information	F & H CONSTRUCTION P O BOX 55245 STOCKTON, CA 95205 Business Phone Number (209) 931-3738							
Entity:	Corporation							
Issue Date	04/26/1974							
Expire Date	02/29/2012							
License Status	This license is current and active. All information below should be reviewed.							
Additional Status:								
Classifications:	<table><tr><td>CLASS</td><td>DESCRIPTION</td></tr><tr><td>A</td><td><u>GENERAL ENGINEERING CONTRACTOR</u></td></tr><tr><td>B</td><td><u>GENERAL BUILDING CONTRACTOR</u></td></tr></table>		CLASS	DESCRIPTION	A	<u>GENERAL ENGINEERING CONTRACTOR</u>	B	<u>GENERAL BUILDING CONTRACTOR</u>
CLASS	DESCRIPTION							
A	<u>GENERAL ENGINEERING CONTRACTOR</u>							
B	<u>GENERAL BUILDING CONTRACTOR</u>							
Bonding:	<p>CONTRACTOR'S BOND</p> <p>This license filed Contractor's Bond number SF6606 in the amount of \$12,500 with the bonding company <u>ST PAUL FIRE AND MARINE INSURANCE COMPANY</u></p> <p>Effective Date: 01/01/2007 <u>Contractor's Bonding History</u></p> <p>BOND OF QUALIFYING INDIVIDUAL</p> <p>1. The Responsible Managing Officer (RMO) FERRELL CHARLES ALLEN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation , bond of qualifying individual is not required</p> <p>Effective Date: 12/02/2009 <u>BQI's Bonding History</u></p>							
Workers' Compensation:	This license has workers compensation insurance with the SEABRIGHT INSURANCE COMPANY							

Policy Number:BB1110615

Effective Date: 01/01/2011

Expire Date: 01/01/2012

Workers Compensation History

	DATE	DESCRIPTION
Miscellaneous Information.	03/02/2010	ASB CERTIFICATION REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses

Personnel List	Other Licenses
--------------------------------	--------------------------------

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**G-BASIN (DEBENEDETTI PARK)
STORMWATER PUMPING STATION**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and F & H CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete the G-Basin Stormwater Pumping Station, all as shown on the plans and specifications for "G-Basin Stormwater Pump Station Project".

CONTRACT ITEMS

ITEM NO	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
2.	Stormwater Pollution Prevention	LS	1	\$ 9,000.00	\$ 9,000.00
3.	Provide Temporary Utility Services	LS	1	\$ 15,000.00	\$ 15,000.00
4.	Construction Dewatering, Permitting, Pumping, and Disposal	LS	1	\$ 5,000.00	\$ 5,000.00
5.	Grading, Excavation and Site Preparation	LS	1	\$ 122,000.00	\$ 122,000.00
6.	Construct Pump Station Structure	LS	1	\$ 444,500.00	\$ 444,500.00
7.	Furnish Mechanical Trash Racks	EA	2	\$ 217,000.00	\$ 434,000.00
8.	Install Mechanical Trash Racks	EA	2	\$ 3,600.00	\$ 7,200.00
9.	Furnish Submersible Pumps	EA	4	\$ 38,000.00	\$ 152,000.00
10.	Install Submersible Pumps	EA	4	\$ 6,000.00	\$ 24,000.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Equip Pump Station Structures	LS	1	\$ 10,300.00	\$ 10,300.00
12.	Furnish and Install Standby Generators	EA	1	\$ 34,000.00	\$ 34,000.00
13.	Site Electrical, Control Systems, SCADA, and Lighting	LS	1	\$ 195,000.00	\$ 195,000.00
14.	Site Piping and Appurtenances	LS	1	\$ 103,000.00	\$ 103,000.00
15.	Electrical Building	EA	1	\$ 61,000.00	\$ 61,000.00
16.	Site Improvements	LS	1	\$ 22,000.00	\$ 22,000.00
17.	HMI Integration of Pump Station Data and Controls	LS	1	\$ 27,000.00	\$ 27,000.00
18.	All Sheeting, Shoring, and Bracing	LS	1	\$ 5,000.00	\$ 5,000.00
19.	Demobilization and Contract Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
TOTAL					\$1,746,000.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 160 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/22/2011
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	326		3205	Fund Balance	\$ 2,100,000.00
B. USE OF FINANCING	326	326037	7720	G-Basin Pump Station	\$ 2,100,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

This project consists of constructing a stormwater pump station at the deep basin located at DeBenedetti Park, as presented in Exhibit A. The improvements include site improvements, mechanical trash removal racks, piping, electrical building, standby emergency generator, electrical/instrumentation/controls, Supervisory Control and Data Acquisition (SCADA) integration, and other incidental and related work, all as shown on the plans and specifications for the project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Wally Lander

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation,
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-46

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
PROTEST, AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT FOR THE G-BASIN (DEBENEDETTI
PARK) STORMWATER PUMPING STATION PROJECT AND
NEGOTIATE PROFESSIONAL SERVICES AGREEMENT TO
PROVIDE CONSTRUCTION TESTING AND INSPECTION
SERVICES FOR G-BASIN STORM DRAIN RELATED
PROJECTS AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 21, 2011, at 11:00 a.m., for the G-Basin (DeBenedetti Park) Stormwater Pumping Station Project described in the plans and specifications therefore approved by the City Council on February 16, 2011 ; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
F & H Construction	\$1,746,000.00
MCI Engineering	\$1,751,800.00
Vinciguerra Construction	\$1,760,000.00 *
Conco-West, Inc.	\$1,796,000.00
Teichert Construction	\$1,816,050.00
Ariza Construction	\$1,975,000.00
Diede Construction	\$1,992,115.00
Tidelands Construction	\$2,019,500.00
JJM Engineering	\$2,033,335.00
GSE Construction	\$2,071,500.00
McGuire & Hester	\$2,081,000.00
Andrew L. Lee, Inc.	\$2,131,000.00
J R Filanc Construction	\$2,165,684.00
TTS Construction	\$2,174,665.00 *
Manito Construction	\$2,414,690.00

* Corrected Total

WHEREAS, the second low bidder, MCI Engineering, protests the award of the contract to the low bidder, F & H Construction, contending that F & H failed to list subcontractors to perform 1) the site grading excavation and site preparation work and 2) the System Integration work as required by the Subletting and Subcontracting Fair Practices Act ("Listing Law"). MCI contends that F & H cannot perform the work and that, therefore, F & H's bid must be rejected as non-responsive; and

WHEREAS, F & H is in fact licensed to perform earthwork as a General Engineering Contractor and has performed earthwork and site preparation on past projects for the City of Lodi; and

WHEREAS, F & H's bid does in fact list an Integration System supplier (Telstar) and an installer (Bockmon and Woody); and

WHEREAS, staff recommends that City Council deny MCI's bid protest; and

WHEREAS, staff recommends awarding the contract for the G-Basin (DeBenedetti Park) Stormwater Pumping Station Project to the low bidder, F & H Construction, of Stockton, California, in the amount of \$1,746,000; and

WHEREAS, staff recommends authorizing the City Manager to negotiate a professional services agreement with Neil O. Anderson, of Lodi, California, to provide construction testing and inspection services for G-Basin storm drain related projects.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the bid protest of MCI Engineering, of Stockton, California; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the G-Basin (DeBenedetti Park) Stormwater Pumping Station Project with the low bidder, F & H Construction, of Stockton, California, in the amount of \$1,746,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to negotiate a professional services agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services for G-Basin storm drain related projects in an amount not to exceed \$35,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$2,100,000 be appropriated from the Storm Drainage Impact Mitigation Fund for this project.

Dated: April 6, 2011


I hereby certify that Resolution No. 2011-46 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk